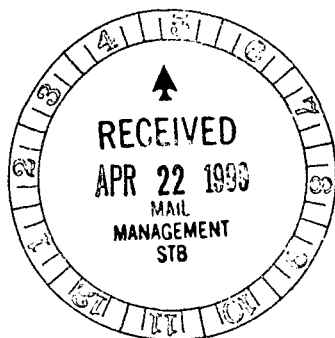


# THOMPSON COBURN

Thompson Coburn LLP  
Attorneys at Law

700 14TH Street, N.W.  
Washington, D.C. 20005-2010  
202-508-1000  
FAX 202-508-1010  
www.thompsoncoburn.com



April 22, 1999

Eileen P. Brown

202-508-1022  
EMAIL ebrown@  
thompsoncoburn.com

## VIA HAND DELIVERY

Secretary  
Surface Transportation Board  
1925 K Street, N.W., Suite 700  
Washington, D.C. 20423

RECORDATION NO. 9798-G

FILED

APR 22 '99

4-30PM

Re: Secondary Filing for Document No. 9798

Dear Secretary:

We have enclosed two duly executed and acknowledged copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

In connection with the acquisition by BA Leasing & Capital Corporation, a wholly-owned subsidiary of Bank of America National Trust and Savings Association, of all of the stock of Trust Company for USL, Inc. (the "Trustee"), on September 20, 1996, the Trustee changed its name to Taurus Trust Company, Inc.

This document to be recorded is the Agreement of Resignation, Appointment and Acceptance, a secondary document, dated as of January 30, 1997.

The primary document to which this is connected is a Security Agreement and Indenture of Trust and is recorded under Recordation No. 9798.

The names and addresses of the parties to the enclosed document are:

Trustor:

BancBoston Leasing, Inc., as trustor named in the Trust Agreement dated as of July 1, 1978  
100 Federal Street  
Boston, MA 02110

Prior Trustee:

Taurus Trust Company, Inc. (formerly Trust Company for USL, Inc.), as prior trustee under the Trust Agreement dated as of July 1, 1978

April 21, 1999

Page 2

231 South LaSalle Street, 14<sup>th</sup> Floor  
Chicago, Illinois 60697

Successor Trustee:

The Bank of New York, as successor owner trustee under the Trust  
Agreement dated as of July 1, 1978  
10161 Centurion Parkway, 3<sup>rd</sup> Floor  
Jacksonville, Florida 32256

A description of the equipment covered by the document is set forth in Annex A attached to this letter and made a part hereof.

We have enclosed a check in the amount of \$26.00 for the required fee. Please return one stamped copy of the enclosed document to the undersigned.

A short summary of the document to appear in the index follows:

Agreement of Resignation, Appointment and Acceptance reflecting change  
in the Debtor under the Security Agreement and Indenture of Trust, with Recordation  
Number 9798, dated as of January 30, 1997.

Very truly yours,

Thompson Coburn

By   
Eileen P. Brown

Enclosures

ANNEX A

<u>Number of Items</u>	<u>Description</u>	<u>Identifying Numbers</u> <u>(both inclusive)</u>
177	100-ton Railroad Covered Hopper Cars	RAIX 57220 through RAIX 57396
242	100-ton Railroad Tank Cars	RAIX 2359 through RAIX 2369;  RAIX 2540 through RAIX 2575;  RAIX 2701 through RAIX 2717;  RAIX 3001 through RAIX 3009;  RAIX 3401 through RAIX 3456;  RAIX 6577 through RAIX 6650;  RAIX 8025 through RAIX 8059;  RAIX 9149 through RAIX 9153

APR 22 '99

4-30PM

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, dated as of January 30, 1997 by and among BANCOSTON LEASING, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having its principal office at 100 Federal Street, Boston, MA 02110 (the "Trustor"), TAURUS TRUST COMPANY, INC. (formerly Trust Company for USL, Inc.) a corporation duly organized and existing under the laws of Illinois and having its principal corporate trust office at 231 South LaSalle Street, 14th floor, Chicago, Illinois 60697 ("Prior Trustee") and THE BANK OF NEW YORK, a banking corporation duly organized and existing under the laws of the State of New York and having its principal corporate trust office at 101 Barclay Street, Floor 21 West, New York, New York 10286 ("Successor Trustee").

### RECITALS:

WHEREAS, the Trustor (as successor in interest to Chemical Bank) and Prior Trustee are parties to a Trust Agreement dated as of July 1, 1978 (the "Trust Agreement"), pursuant to which the Prior Trustee was authorized and instructed to enter into the documents listed on Schedule A annexed hereto (the "Transaction Documents").

WHEREAS, the Trustor desires to appoint Successor Trustee as Trustee to succeed Prior Trustee in such capacity under the Trust Agreement; and

WHEREAS, Successor Trustee is willing to accept such appointment as Successor Trustee under the Trust Agreement.

NOW, THEREFORE, the Trustor, Prior Trustee and Successor Trustee, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

### ARTICLE I THE PRIOR TRUSTEE

**SECTION 1.01** Prior Trustee hereby resigns as Trustee under the Trust Agreement.

**SECTION 1.02** Prior Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Prior Trustee in and to the trusts of the Trustee under the Trust Agreement and all the right, powers and trusts of the Trustee under the Transaction Documents. Prior Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trust hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee.

**ARTICLE II**  
**THE TRUSTOR**

**SECTION 2.01** The Trustor hereby accepts the resignation of Prior Trustee as Trustee under the Trust Agreement.

**SECTION 2.02** All conditions relating to the appointment of the Bank of New York as Successor Trustee under the Trust Agreement have been met by the Trustor, and the Trustor hereby appoints Successor Trustee as Trustee under the Trust Agreement with like effect as if originally named as Trustee in the Trust Agreement.

**ARTICLE III**  
**THE SUCCESSOR TRUSTEE**

**SECTION 3.01** Successor Trustee hereby represents and warrants to Prior Trustee and to the Trustor that Successor Trustee has combined capital and surplus of not less than \$50,000,000.

**SECTION 3.02** Successor Trustee hereby accepts its appointment as Successor Trustee under the Trust Agreement and accepts the rights, powers, duties and obligations of Prior Trustee as Trustee under the Transaction Documents upon the terms and conditions set forth therein, with like effect as if originally named as Trustee under the Trust Agreement.

**ARTICLE IV**  
**MISCELLANEOUS**

**SECTION 4.01** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the date first above written.

**SECTION 4.02** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4.03** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged and their respective seals to be affixed hereunto and duly attested all as of the day and year first above written.

[SEAL]

BANCOSTON LEASING, INC.,

Trustor

Attest:

By: William L. Downes

Name: WILLIAM L. DOWNES

Title: DIRECTOR - LEVERAGED LEASING

Teresa M. Grimes  
Name: Teresa M. Grimes  
Title: Notary Public

My Commission Expires January 30, 1993

[SEAL]

TAURUS TRUST COMPANY, INC.  
(formerly Trust Company for USL, Inc.)  
Prior Trustee

Attests:

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[SEAL]

THE BANK OF NEW YORK, as  
Successor Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged and their respective seals to be affixed hereunto and duly attested all as of the day and year first above written.

[SEAL]

BANCOSTON LEASING, INC.,  
Trustor

Attest:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

[SEAL]

TAURUS TRUST COMPANY, INC.  
(formerly Trust Company for USL, Inc.)  
Prior Trustee

Attests:

*Kristine Petersen*  
Name: *KRISTINE PETERSEN*  
Title: ASSISTANT SECRETARY

By: *David W. Ellis*  
Name: DAVID W. ELLIS  
Title: PRESIDENT

[SEAL]

THE BANK OF NEW YORK, as  
Successor Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed and acknowledged and their respective seals to be affixed hereunto and duly attested all as of the day and year first above written.

[SEAL]

BANCBOSTON LEASING, INC.,  
Trustor

Attest:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

[SEAL]

TAURUS TRUST COMPANY, INC.  
(formerly Trust Company for USL, Inc.)  
Prior Trustee

Attests:

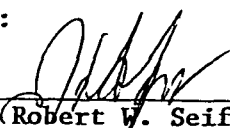
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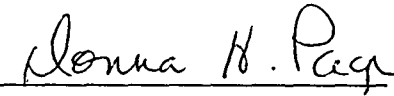
By: \_\_\_\_\_  
Name:  
Title:

[SEAL]

THE BANK OF NEW YORK, as  
Successor Trustee

Attest:

  
\_\_\_\_\_  
Name: Robert W. Seifert  
Title: Vice President

By:   
\_\_\_\_\_  
Name: Donna H. Page  
Title: Assistant Treasurer



## SCHEDULE A


### Transaction Documents

1. Participation Agreement dated as of July 1, 1978 (the "Participation Agreement") among the Lessee, the Trustor, the Trustee, Wells Fargo Bank, National Association (the "Interim Lender"), Wells Fargo Bank, National Association, as security trustee (said bank acting in such capacity being referred to as the "Security Trustee"), and the institutional investors named in Schedule 1 thereto (the "Note Purchasers").
2. Purchase Order Assignment (the "Assignment") dated as of July 1, 1978 between Lessee as assignor and Trustee as assignee.
3. Lease of Railroad Equipment (the "Lease") dated as of July 1, 1978 between Trustee as lessor and Lessee, as amended to date, together with Lease Supplements Nos. 1, 2, and 3 thereto.
4. Security Agreement and Indenture of Trust (the "Security Agreement") dated as of July 1, 1978 from the Trustee to the Security Trustee, as amended.
5. Secured Notes: 6.82% Secured Notes issued by Trustee, not in its individual capacity, but solely as Trustee under the Trust Agreement, as follows:  
  
Series A, No. 1 dated July 19, 1993 in the face amount of \$1,442,625.86.  
  
Series B, No. 1 dated July 19, 1993 in the face amount of \$4,167,769.97.  
  
Series C, No. 1 dated July 19, 1993 in the face amount of \$1,439,102.14.
6. Guaranty dated as of July 19, 1993 from Union Carbide Corporation to Trustee, guaranteeing the payment and performance obligations of Lessee under the Lease Agreement.
7. Assignment and Assumption Agreement dated as of December 21, 1995 among Texas Commerce Bank National Association as assignor, Trustor as assignee, Lessee, Prior Trustee and Security Trustee.
8. Certificates, opinions, and other agreements related to the foregoing.

**CORPORATE ACKNOWLEDGEMENT**

I, William L. Downes, certify that I am Vice President of BANCOSTON LEASING INC. (the "Corporation"), that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy of the original and have found the copy to be complete and identical in all respects to the original document.

BANCOSTON LEASING INC.

By:   
William L. Downes  
Vice President

Executed on this 19<sup>th</sup> day of March 1999.

CORPORATE ACKNOWLEDGEMENT

I, Kristine Pearson, certify that I am Assistant Secretary of BA Leasing & Capital Corporation which was, at the time of the execution of the foregoing instrument, the sole shareholder of TAURUS TRUST COMPANY, INC. (the "Corporation"). I further certify that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its board of directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

TAURUS TRUST COMPANY, INC.

By: BA LEASING & CAPITAL CORPORATION

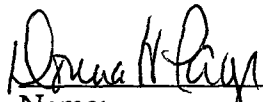
By: Kristine Pearson  
Name: KRISTINE PEARSON  
Title: ASSISTANT SECRETARY

Executed on this 22 day of March 1999.

CORPORATE ACKNOWLEDGEMENT

I, Donna H. Page, certify that I am Agent of THE BANK OF NEW YORK (the "Corporation") that the foregoing instrument was signed and sealed on behalf of the Corporation by authority of its Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Corporation. I further declare under penalty of perjury that I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

THE BANK OF NEW YORK

By:   
Name: **Donna H. Page**  
Title: **Agent**

Executed on this 16th day of March 1999.